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APR 15 2016

**TOWN COUNCIL OFFICE
West Hartford, CT**

April 6, 2016

Mayor Scott Slifka
Honorable Members of the West Hartford Town Council
50 South Main Street
West Hartford, CT 06107

Dear Mayor Slifka and Town Council Members,

By this letter, property owners of the Loomis-Wooley Homeowners Association (hereinafter LWHOA) submit this application to amend a Special Development District (hereinafter SDD) for property located at 645 Prospect Avenue, West Hartford, CT, also known as Loomis-Wooley Condominiums (hereinafter The Property). The proposed amendment deletes Article 2.C of the SDD Approval #125, whereby the homeowners of the LWHOA are financially responsible for waste and recycling pick-up services. Once the amendment is approved, waste and recycling services will be provided by the Town of West Hartford. This letter and accompanying exhibits serve as the basis for our request, explain the amendment proposal in more detail, and collectively constitute the application. (See **Exhibit A attached/Affidavit of LWHOA**)

Development of 645 Prospect Avenue, West Hartford, CT

The Property was built in 2008 by Brian Liistro, doing business as Prospect Holdings Company, a division of The LICO Group Corporation. The West Hartford Town Council approved the development of The Property as Special Development District #125 on March 28, 2006 (See **Exhibit B attached/Letter to Attorney Lewis Wise from West Hartford Town Clerk**).

As part of the SDD approval, the following condition was included, Article 2.C of SDD Approval #125, which states: "Solid waste collection shall be the responsibility of the property owner/manager." (**See Exhibit C attached/Conditions for Approval**).

In May of 2015, the LWHOA took over all operations of The Property, including a pre-existing private contract with All Waste, Inc. for waste and recycling removal. The annual cost for these services is \$3,718.65 (**See Exhibit D attached/Contract Between LWHOA and All Waste, Inc.**).

Proposed Amendment for Waste and Recycling Services

On behalf of LWHOA, members of the LWHOA, specifically Karen Harper, Nena Donovan and Lauren Seder, met with Town Planner Todd Dumais on October 6, 2015 for guidance associated with this application. At Todd's suggestion, we have also met with John Phillips, Director of Public works, researched the history of the SDD approval process, made inquiry regarding the size and capacity of all equipment involved, and determined the time and cost of private versus public waste and recycling collection services. This application therefore reflects our best efforts to understand the process by which Condition 2(C) was initially included in SDD#125, with the result that LWHOA is not entitled to town services for waste and recycling collection.

Our proposed amendment, as stated herein, requests that Condition 2(C) be deleted and that the Town of West Hartford provide waste and recycling collection for The Property commencing on the approval of this amendment.

History of Condition 2(C) to SDD#125

After discussions with Town Planner Todd Dumais, Director of Public Works John Phillips, and careful review of the minutes of the meetings dated March 28, 2006, it is clear that the language of Condition 2(C) of the Conditions of Approval for SDD#125 was not discussed, negotiated or specially designated, but instead represents boilerplate language typically included in any SDD approval. Specifically, the discussion at the March 28th hearing indicated that The Property would be treated in the same manner as other condominium developments in West Hartford. **(See Exhibit E attached/Relevant Sections of Minutes of March 28, 2006 Meeting)**

In addition, it is clear that the issue of financial responsibility for waste and recycling services was not raised by the developer, members of the West Hartford Town Council, or neighbors who at that time had an opportunity to address any questions or concerns relevant to the inclusion or exclusion of Condition 2(C) in the SDD#125 approval.

Property Tax Liability Should Include Town Refuse and Recycling Services

Property tax liabilities for the unit owners at The Property are commensurate with other property owners in West Hartford. **(See Exhibit F attached/Annual Tax Liabilities of Unit Owners).** The Town of West Hartford collected \$96,147.04 from our eleven-unit community in 2014, and has collected at least this amount from owners since The Property was completed. In accordance with Chapter 94 of the West Hartford Town Code: Garbage, Rubbish and Refuse, Section 94-5, relating to Residential, Condominium, Private School, Church and Synagogue Collection, property taxes are typically intended to cover the cost of waste and

recycling collection. **(See Exhibit G attached/Chapter 94 West Hartford Town Code).**

Our respective tax liabilities include town services just as any real property taxpayer in West Hartford receives. The fact that the boilerplate language of the SDD#125 approval was allowed to stand is in direct contravention to the stated purposes of our property tax obligations. It is unreasonable and unfair for the LWHOA to spend an additional \$3,474 annually for waste and recycling services.

In addition, Karen Harper and Lauren Seder, on behalf of LWHOA, met with Director of Public Works John Phillips on February 4, 2016 to review the cost and logistics for the Town of West Hartford to take over waste and recycling services for The Property. John determined, after gathering information from Paines, Inc., that the additional cost to the Town of West Hartford would be minimal, because no dumpster and infrastructure is necessary to provide services. Instead, the costs include the one time capital expenditure of new totes, per tip charges, and disposal fees. **(See Exhibit H attached/Costs as Reported by Paines, Inc. to John Phillips)**

Finally, we can find no condominium association of comparable size required to pay for their own waste and recycling collection. **(See Exhibit I attached/Relevant Sections of Minutes of March 18, 2006 Town Council Meeting).** The requirement requiring private collection is more important to commercial or apartment buildings and those employing dumpsters, which requirement would not apply to The Property.

Physical Plant of 645 Prospect Avenue, West Hartford, CT is Accessible For Waste and Recycling Trucks

In preparation for presentation of this amendment and the

subsequent hearing before the West Hartford Town Council, the Director of Public Works for the Town of West Hartford John Phillips, and the members of the LWHOA made physical inspection of The Property to determine the feasibility of town equipment providing refuse and recycling services to The Property.

Director of Public Works John Phillips was initially contacted in August 2015 by Unit 9 owner Lauren Seder on behalf of the LWHOA regarding town services for waste and recycling. John Phillips immediately inspected The Property, paying a visit and driving through the parking area in front of and adjacent to The Property, where the waste and recycling receptacles are placed for Monday morning collection.

Unit owners gathered information regarding the size and capacity of the trucks used by the Town of West Hartford (supplied by Paines, Inc.) and also gathered the same information regarding the trucks used by the private company presently under contract with LWHOA (supplied by All Waste, Inc.) The results show that both companies' trucks are of equal size and capacity. **(see Exhibit J attached/Dimensions and Capacities of Trucks used by Paines, Inc. and All Waste, Inc. and Photos of Parking Area)**

Unit owners also determined the time it takes, from start to finish, for refuse and recycling collection on The Property each Monday morning. Like Town of West Hartford collection practices, All Waste, Inc. collects trash weekly and recycling every other week. The time required for refuse and recycling collection on The Property is consistently 5 to 10 minutes from start to finish.

The Amendment is Appropriate for the Property

As presented herein, the LWHOA respectfully submits that our requested amendment to delete the condition noted in Condition 2(C) of SDD#125 is fair and reasonable, and additionally that it is

equitable that the Town of West Hartford will thereafter be responsible for waste and recycling collection on The Property. The amendment is appropriate for The Property for the following supporting reasons:

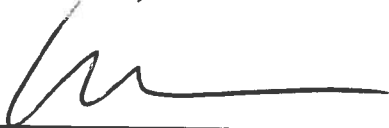
*Based on the significant property tax liability of the unit owners, totaling in excess of \$96,000 annually (at a minimum), the LWHOA should not be burdened with the additional cost of contracting private refuse and recycling services;

*The cost to the Town of West Hartford to provide waste and recycling services to The Property is not significant, because addition of town services does not require a dumpster or the construction of an infrastructure;

*The size and capacity of the trucks in each instance referenced herein are nearly identical; there is ample room for town trucks to enter The Property and collect refuse and recycling as the private trucks presently accomplish;

*The time spent on a weekly basis by All Waste, Inc. to collect refuse and recycling from all eleven units is a mere 5-10 minutes per truck, per week. The impact on town public services would therefore be minimal.

Respectfully submitted, Loomis-Wooley Homeowners Association,



By Gregory Harper, President

April 6, 2016

Mayor Scott Slifka
Honorable Members of the West Hartford Town Council
50 South Main Street
West Hartford, CT 06107

Dear Mayor Slifka and Town Council Members,

The Loomis-Wooly Homeowners Association (hereinafter LWHOA) hereby requests a waiver of fees required under Zoning Regulation 177-50 L, in connection with the attached Application for Amendment to Special Development District #125, Condition 2 (C) that holds the LWHOA responsible for private refuse and recycling services.

Pursuant to Zoning Regulation 177-50 M, the Town Council has the authority to waive such fees if deemed appropriate. Our position, as reflected in the attached application, is that the inclusion of Condition 2 (C) in Special Development District #125's initial approval is boilerplate language that should not have been a part of the Special Development District provisions from the start.

As stated more specifically in the attached Application for Amendment, the LWHOA should not be responsible for private services for refuse and recycling based on the significant property tax liabilities of the homeowners that should include said services, the relatively insignificant cost to the Town of West Hartford to add refuse and recycling services to the homeowners, and the practical and logistical information that includes truck size and capacity, and the minor impact on town public services time wise.

Thank you for your consideration of this request for a waiver of fees in connection with the attached Application for Amendment to Special Development District #125.

Respectfully submitted, Loomis-Wooley Homeowners
Association



By Gregory Harper, President

EXHIBIT A: AFFIDAVIT OF LOOMIS-WOOLEY HOMEOWNER'S ASSOCIATION

SEE ATTACHED.

EXHIBIT A

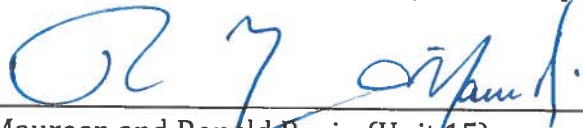
February 28, 2016


Mayor Scott Slifka
Honorable Members of the West Hartford Town Council
Town of West Hartford Town Hall
50 South Main Street
West Hartford, CT 06107

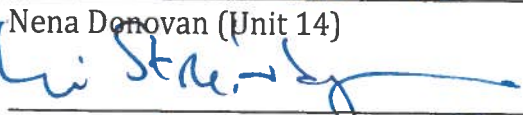
Re: Application for Amendment to Special Development District #125 for 645
Prospect Avenue, West Hartford, CT 06105

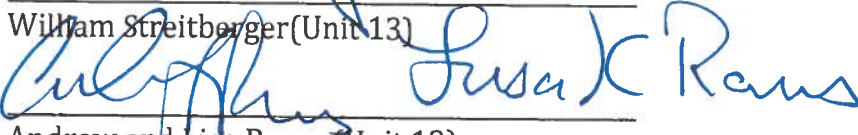
Dear Mayor Slifka and Honorable Members of the Town Council,


Loomis-Wooley Homeowners Association, on behalf of the eleven owners of the property located at 645 Prospect Avenue, Units 5-15 who are the owners of said property, hereby file this application for an amendment to the Special Development District #125. This letter is being provided for the purpose of meeting the requirements of Section 177-44©(1) of the West Hartford Zoning Regulations requiring written application by all of the property owners as listed below:

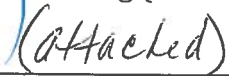

Maureen and Ronald Pepin (Unit 15)

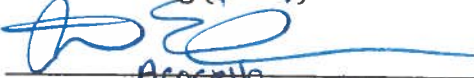

Nena Donovan (Unit 14)



William Streitberger (Unit 13)


Andrew and Lisa Rarus (Unit 12)


Lori Warhaftig (Unit 5)


(attached)
Weiwei Wang (Unit 7)


Christina Accelora (Unit 6)


Dena Schaefer (Unit 8)
Schaefer



Lauren Seder (Unit 9)



Pamela and Ronald Pearson (Unit 10)



Karen and Gregory Harper (Unit 11)

Respectfully submitted, Loomis-Wooley Homeowners Association

By: 

Gregory Harper, President

EXHIBIT A

February 28, 2016

Mayor Scott Slifka
Honorable Members of the West Hartford Town Council
Town of West Hartford Town Hall
50 South Main Street
West Hartford, CT 06107

Re: Application for Amendment to Special Development District #125 for 645
Prospect Avenue, West Hartford, CT 06105

Dear Mayor Slifka and Honorable Members of the Town Council,

Loomis-Wooley Homeowners Association, on behalf of the eleven owners of the property located at 645 Prospect Avenue, Units 5-15 who are the owners of said property, hereby file this application for an amendment to the Special Development District #125. This letter is being provided for the purpose of meeting the requirements of Section 177-44©(1) of the West Hartford Zoning Regulations requiring written application by all of the property owners as listed below:

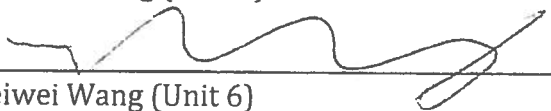
Maureen and Ronald Pepin (Unit 15)

Nena Donovan (Unit 14)

William Streitberger (Unit 13)

Ronald and Susan Rarus (Unit 12)

Lori Warhaftig (Unit 5)



Weiwei Wang (Unit 6)

Christina Accelora (Unit 7)

Dena Schaefer (Unit 8)

**EXHIBIT B: LETTER TO ATTORNEY LEWIS WISE FROM WEST HARTFORD
TOWN CLERK/ WEST HARTFORD TOWN COUNCIL APPROVAL**

SEE ATTACHED.

TOWN COUNCIL

March 29, 2006

Attorney Lewis K. Wise
Rogin, Nassau, Caplan, Lassman & Hirtle, LLC
CityPlace I, 22nd Floor
185 Asylum Avenue
Hartford, CT 06103-3460

Dear Attorney Wise:

The Town Council at its meeting held on March 28, 2006 approved with the enclosed conditions the petition on behalf of D'Addeo Family LLC and Paul Liistro for property located at 645 Prospect Avenue to be zoned a Special Development District (SDD) and for a change of zone from R-10 (One-Family Residence) to RM-2 (Multifamily Residence) to develop a 15-unit residential condominium complex. Also, since the Town Council voted to waive the application fee, your check for \$1,870.80 is enclosed.

Please note that approval is contingent upon compliance with Section 177-44C5 of the Code of Ordinances of the Town of West Hartford.

Sincerely,



Norma W. Cronin
Town Clerk/Council Clerk

Enclosures

cc: Barry M. Feldman, Town Manager
James Francis, Director of Employee Services and Finance
Richard Hughes, III, Chairman, DRAC
Chris Johnson, Director of Administrative Services
Mila Limson, Town Planner
Joseph O'Brien, Corporation Counsel
Robert W. Roach, Chairman, TPZ
Ron Van Winkle, Director of Community Services



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
WEST HARTFORD, CONNECTICUT 06107-2431
(860) 561-7445 FAX: (860) 561-7438
www.west-hartford.org

Printed on Recycled Paper

SCHEDULE 6

Architect's Certificate

APR 24 07 02:47P

L'ARC ARCHITECTS

18601 313 8212

P-2

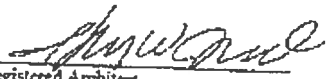
ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Loomis-Wooley by PROSPECT HOLDINGS COMPANY LLC, recorded contemporaneously herewith in the Land Records of the Town of West Hartford.

I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the buildings containing the Units of Loomis-Wooley are substantially completed in accordance with the Survey attached to the Declaration as Schedule 3 and the Plans attached as Schedule 2.
2. That said Certificate is made pursuant to the provisions of Section 47-220 of the Connecticut General Statutes.

Dated: 4/24/07


Registered Architect,
Registration No. 5121, Connecticut

grading and development plans, architectural plans, landscape plans, erosion and sedimentation control plans and other project development details and plans may be prepared and approved under applicable Town ordinances and standards.

The Town Planner in cooperation with Town staff, including but not limited to the Fire Department and the Community Services Department, shall coordinate the final review and approval of the project design to insure compatibility and consistency with the Special Development District Plans approved by the Town Council. No building permit shall be issued and construction shall not begin until all appropriate Town Departments have reviewed and approved the plans as submitted to the Town.

EXHIBIT C: CONDITIONS FOR APPROVAL

SEE ATTACHED.

**645 PROSPECT AVENUE
CONDITIONS OF APPROVAL
SPECIAL DEVELOPMENT DISTRICT #125**

1. Approval of Application

The application is hereby approved, subject, however, to the conditions of approval set forth below.

2. Conditions of Approval

A. Official Plans

Implicit in the approval of the Special Development District is the condition that the premises shall be used only in accordance with the official application materials, plans and associated exhibits related to the application as supplemented or modified by any amended plans and documents or representations submitted during the public hearing process. Any other use shall require the express approval of the Town Council in accordance with the Zoning Ordinances of the Town of West Hartford.

B. Premises Contact

The Applicant shall provide the Town Planner, from time to time, as necessary, with the name (or title) of a person and a telephone number where that person can be reached or where messages for that person may be left, to act as a liaison between the Town and the Applicant during construction. The identity of the party and the telephone number may be changed from time to time by notice to the Town Planner. If different individuals should be contacted regarding different aspects of operations within the area of the Special Development District, multiple contact people should be designated as necessary. This information shall also be provided to any adjoining property owner requesting same. Following establishment of a homeowners' association, this obligation shall be transferred to that association.

C. Solid Waste-Operational Condition

Solid waste collection shall be the responsibility of the property owner/manager.

Solid waste collection within the Special Development District shall be permitted between 8:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 5:00 p.m. on Saturdays. Waste collection shall not be permitted on Sundays.

D. Special Site Use or Operational Requirements

1. Snow Removal

The maintenance plan referred to in Condition D(3) shall contain provisions dealing with snow removal. Specifically, the snow removal plan shall call for the removal from required off-street parking areas, and fire lanes of all snow deposits greater than four (4) inches in depth. Accumulated snow which is stored on-site shall be located in a designated snow storage area where such storage will not encroach into or damage required landscaped areas or parking spaces.

2. Property Maintenance-Sweeping

Motorized sweeping equipment may be used only between 8:00a.m. and 6:00p.m. on Mondays through Fridays and between 9:00a.m. and 5:00p.m. on Saturdays. Motorized sweeping equipment shall not be permitted on Sundays.

3. Maintenance Plan

The Applicant shall, prior to the filing of the Special Development District on the Land Records, submit for review and approval by the Town Manager or his designee, a yearly maintenance plan for the Special Development District. Said plan shall designate the individuals responsible for establishing maintenance objectives and an ongoing schedule of maintenance activities to ensure the aesthetic quality and cleanliness of the site. The maintenance plan shall include, but not be limited to, a timetable for all required installation and maintenance activities with respect to private storm drainage systems and other infrastructure including, but not limited to plantings, landscaping and screening access driveways, parking areas, curbing, sidewalks and berms, lighting, signage, storage, refuse and litter control, building exteriors and other site amenities proposed in the plans.

4. Landscaping and Fencing

Applicant will maintain all landscaped areas including mowing, weeding and brush removal and be responsible for replacement of plantings where necessary.

5. Site Lighting

All outdoor lighting shall be down-shielded so as to prevent glare onto adjoining properties. All lighting should be turned off no later than 10:00p.m. except for security lighting which is triggered temporarily by motion or sound.

E. Utilities to be underground

Electrical, telephone, cable television and other utilities shall be placed underground.

F. Bonds and Performance Guarantees

1. Areas of common space and facilities (drainage detention basins, natural and improved open areas, streets and related infrastructure shown on the record exhibits) shall be committed to common uses and maintenance. Prior to the filing of the final Special Development District Plan, the Declaration of Covenants and Restrictions, Homeowners' Association Documents and/or other legal instruments which assure the Town of compliance with this requirement shall be approved by the Town Planner and Corporation Counsel to ensure consistency with the approved plans and legal sufficiency to:
 - a. Establish clear responsibility for the maintenance of all common areas, facilities and residential buildings, streets and other improvements contained in the SDD exhibits. Specifically included is the operation, maintenance, use and management of the Clubhouse facility.
 - b. Ensure continued operation of the drainage facilities, structures, drainage detention ponds, in order to guarantee the systems drainage retention and design integrity. Such DCRs shall include, but not be limited to, a provision that the Town will have the right, but not the obligation to repair or maintain the drainage facilities should the applicant or the homeowners' association fail to do so upon written notice.
 - c. Ensure that adequate owner assessment methods are in place to guarantee property maintenance for all jointly-owned areas and facilities.
3. Plans of record are incorporated by reference in this SDD approval as if fully set forth herein. Such plans shall serve as a guide in the evaluation of final design and development plans and to bonding decisions.
4. Before the issuance of a building permit, the applicant shall file a 100% performance bond or other acceptable assurance of performance in the amount of the estimated cost of the infrastructure improvements, private drainage retention facilities, environmental control and other site improvements contained in the SDD plans to ensure completion of the project as proposed to the Town in the official SDD record documents, drawings and exhibits. No building permit shall be issued until this requirement is satisfied. This bond or other assurance shall remain in full force and effect until all required improvements are completed and installed. Said bond or other assurance shall be delivered to the Town of West

Hartford prior to the commencement of any site work. The Town Planner, in consultation with the Town Engineer, may approve a reasonable number of partial releases as portions of the project are completed. Decisions related to such releases shall be based on standard planning and engineering policies and practices in relation to such releases in similar large scale projects.

5. Before issuance of a building permit, the applicant shall file a permanent maintenance bond or acceptable assurance of performance in the amount of 2% of the estimated cost of the drainage-related project site work and improvements to ensure continual maintenance of all on-site drainage structures and related drainage detention facilities installed as part of this project approval. In addition, the applicant, shall indemnify and hold harmless the Town of West Hartford on behalf of itself and its successors and assigns (including specifically, but without limitation, any homeowners' association to be formed in connection with this project) against any claim for damages by downstream owners resulting from flooding or siltation attributed to watershed diversion, watercourse alterations or drainage connections made as a result of Town approval of this project.
6. Before filing any bond or other assurance with the Town as provided above, the applicant shall submit to the Town Engineer, for his approval, a cost estimate for all required improvements to be covered by said bond, prepared by a professional civil engineer. The cost estimate shall be based on unit costs established by the Town Engineer. Together with the filing of said bond with the Agency, the applicant shall submit two (2) copies of the approved estimate as approved by the Town Engineer.

G. Engineering Inspections, Certification and Final Approval of Improvements

The Applicant shall submit to the Town Planner, for review and approval by the Town Engineer, construction plans certifying that all improvements have been completed to the approved SDD plans. Such certification shall be made by a registered professional engineer.

H. Computer Media Information

All mapping and construction plans shall be prepared in electronic format using the Connecticut Geodetic System for inclusion into the Town's Geographical Information System.

I. Final Plan Review

Implicit in the SDD approval is the requirement that the record plans and exhibits establish the minimum standard of design and improvement for this project. As specific drawings for the project are prepared, refined and detailed, the filed SDD plans and exhibits shall serve to identify the major standards for the quality of design and improvements. It is expected that detailed site

grading and development plans, architectural plans, landscape plans, erosion and sedimentation control plans and other project development details and plans may be prepared and approved under applicable Town ordinances and standards.

The Town Planner in cooperation with Town staff, including but not limited to the Fire Department and the Community Services Department, shall coordinate the final review and approval of the project design to insure compatibility and consistency with the Special Development District Plans approved by the Town Council. No building permit shall be issued and construction shall not begin until all appropriate Town Departments have reviewed and approved the plans as submitted to the Town.

SCHEDULE 6

Architect's Certificate

APR 24 07 02:47p

L'PRC ARCHITECTS

18801 313 8012

P. 2

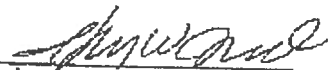
ARCHITECT'S CERTIFICATE OF COMPLETION

This Certificate is given with respect to the Declaration of Loomis-Wooley by PROSPECT HOLDINGS COMPANY LLC, recorded contemporaneously herewith in the Land Records of the Town of West Hartford.

I hereby certify, to the best of my knowledge and belief:

1. That all *structural components* of the buildings containing the Units of Loomis-Wooley are substantially completed in accordance with the Survey attached to the Declaration as Schedule 3 and the Plans attached as Schedule 2.
2. That said Certificate is made pursuant to the provisions of Section 47-220 of the Connecticut General Statutes.

Dated: 4/24/07


Registered Architect
Registration No. 5121, Connecticut

**EXHIBIT D: CONTRACT BETWEEN ALL WASTE, INC. AND LOOMIS WOOLEY
HOMEOWNER'S ASSOCIATION**

SEE ATTACHED.



Service Agreement

Tracking no. 40005007

ACCOUNT NO. 10109627

Commercial-Industrial Refuse & Recycling Service
P.O. Box 2472
Hartford, CT 06146
Phone (860) 724-4575 Fax: (860) 724-3316
Toll Free: (800) 443-3867

☐ New Account
☒ Renewal
☐ Service Change

☐ Corporation
☐ Individual
☐ Partnership
☐ D/B/A
☐ LLC

BILLING INFORMATION

Customer Name **LOOMIS WOOLEY HOMEOWNERS ASSOC**
Address **385 W. CENTER STREET**

City, State, Zip **MANCHESTER CT 06040-**
Contact **Marinela Shing** Phone **(888) 227-2677**

860-533-2515

SERVICE INFORMATION

Customer Name **LOOMIS WOOLEY**
Address **645 PROSPECT AVENUE**

City, State, Zip **WEST HARTFORD CT 06119-**
Contact **Sam Parkinson** Phone **860-883-2104**

MOBILE

SERVICE SPECIFICATIONS

Qty	Size	Description	Schedule	Price	
11	68 Gallon	Trash Carts	1X Weekly	\$253.00	Per Month
10	18 Gallon	Recycling Bins	1X Weekly	\$36.50	Per Month

860-533-2515

Special Instructions:

Contract Effective Date: **8/1/2010**

Contract Term: Five (5) Years

If it is subsequently determined that the weight of Customer's waste exceeds 100 lbs. per cubic yard, the initial disposal fee shall be increased to correspond to the actual cubic yard weight.

This is a legally binding agreement between the Contractor and the Customer for the provision of refuse and recycling collection and disposal services. The Contractor agrees to provide and the Customer agrees to accept the above services and equipment. Pricing is subject to any taxes enforced by Local, State or Federal Government and the terms and conditions on the reverse side regarding changes in agreement charges.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This agreement is subject to the terms and conditions stated on the reverse side.

Customer represents and warrants to Contractor that the execution, delivery and performance of this Agreement will not conflict with any contractual relationship between Customer and any other contractor for waste removal or recycling services and that Contractor and Customer are free to consummate the transactions contemplated by this Agreement without charges of breach of contract, tortious interference with a contractual relationship or expectation or similar charges.

This agreement shall be automatically renewed for consecutive terms of one (1) year each, unless either party shall give certified written notice of termination to the other at least sixty (60) days prior to the expiration of the then effective term.

I acknowledge that this contract contains an AUTOMATIC RENEWAL provision.

CUSTOMER

Brian Liistaw

Authorized Signature

BRIAN LIISTAW

Print Name

MANAGING MEMBER AUGUST 16, 2010

Title

Date

CONTRACTOR

Changant Hallier

Representative Signature

Title

Date

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

White - File

Yellow - Sales

Pink - Customer

(R)

TERMS AND CONDITIONS

CONTRACTOR'S DUTIES: Contractor shall provide equipment, solid waste removal and recycling service as described above. Contractor shall be required to collect only materials which are acceptable under applicable municipal waste disposal regulations. Contractor shall not be liable for its nonperformance under this Agreement due to strikes, accidents, delays or other events beyond Contractor's reasonable control. All work shall be completed in a workmanlike manner according to standard practices. All material provided by Contractor is guaranteed to be as specified. Contractor shall maintain full Workers' Compensation insurance coverage for all of Contractor's employees.

CUSTOMER'S DUTIES: All equipment shall remain the property of the Contractor. Customer shall not move the equipment or cause it to be moved without the prior written consent of the Contractor. Customer shall not overload the equipment or use it for incineration. Customer shall use the equipment only to dispose of solid waste and/or recyclables, excluding the following materials, all of which are "Excluded Materials" for purposes of this Agreement: any "Hazardous Material" as defined below, or any construction material, acidic or flammable material, bulky waste or special waste. Customer is liable for loss or damage to the equipment in excess of reasonable wear and tear. Customer shall keep the area around the equipment free and clear, and accessible to Contractor. Customer warrants that any right of way to the equipment provided by the Customer from the most convenient public way is sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the services described. The Customer will keep the right of way accessible to the Contractor at all reasonable hours in order for the Contractor to perform the services provided in this agreement. Customer waives any claims against Contractor for any damages to Customer's private pavement or accompanying subsurface and underground utilities and conduits of any route reasonably necessary to perform Contractor's services. Customer shall carry policies of fire, tornado and other necessary insurance on the equipment to Contractor's reasonable satisfaction, and shall provide Contractor with copies of such policies upon request.

HAZARDOUS MATERIAL: Customer shall not use the equipment to dispose of any radioactive, volatile, highly flammable, explosive, toxic, or hazardous materials, hazardous substances, or hazardous waste ("Hazardous Material"). Customer shall not place any Hazardous Material in or on the equipment. The term "Hazardous Material" shall include, but shall not be limited to, any material listed or characterized as hazardous under any applicable federal or state law or regulation.

INDEMNIFICATION: Customer expressly agrees to defend, indemnify and hold harmless, Contractor from and against any and all damages, penalties, fines, and liabilities, including attorney's fees, damage to equipment or property or injury to persons (including fatal injuries), arising in any manner from Customer's improper use of the equipment (including for the disposal of Excluded Materials) or other breach of this Agreement. The terms and provisions of this paragraph shall survive the period of this Agreement and the consideration supporting this Agreement reflects this condition.

PRICE AND PAYMENT: Customer shall pay all charges on a monthly basis, within fifteen (15) days of the date of Contractor's statement of charges. Customer shall pay interest on overdue payments at the rate of one-and-one-half percent (1½%) per month. Customer's payment obligations are independent of any obligations of Contractor other than Contractor's duty to provide equipment and service as described above.

DEFAULT: If the Customer defaults in any of the terms and conditions of this Agreement, Customer shall be liable for any and all collection charges or costs incurred by Contractor, including reasonable attorney's fees. In the event of such default by the Customer, the Contractor shall have the right to discontinue service, remove the equipment and collect damages for the Customer's breach. During the period of any default, interest shall accrue at the rate of eighteen percent (18%) per annum on any monies due the Contractor.

CHANGES IN CONTRACT CHARGES: Contractor may increase the contract charges from time to time to account for increases in costs of operation, including but not limited to (i) increases in the Contractor's landfill, disposal, fuel, wages, insurance or transportation costs, (ii) changes in the composition of the Customer's waste materials, (iii) any increase in the weight of Customer's waste materials beyond 100 lbs per cubic yard, (iv) increases in Contractor's costs due to circumstances beyond the Contractor's control, such as changes in local, state or federal laws or regulations, imposition of new or additional taxes, fees and surcharges imposed by any applicable governmental body, acts of God such as floods, fires, etc., and (v) increases in the Consumer Price Index for the regional area of the Customer's service address.

ASSIGNMENT AND BENEFIT: This Agreement and all changes thereto shall be binding on the parties and their successors and assigns. This Agreement can be assigned by Contractor and may be assigned by Customer with Contractor's prior written consent.

NOTICE: Any notice to Customer pursuant to this Agreement shall be sent to the Service Address. Any notice to Contractor pursuant to this Agreement shall be sent to the Contractor's address specified in this Agreement. All notices shall be deemed effective upon receipt.

ENTIRE AGREEMENT, AMENDMENT: This agreement constitutes the entire agreement among the parties. Other than permitted changes in the contract charges, any alteration or deviation from the specification or terms of this Agreement will be effected only by a written amendment executed by both parties.

SEVERABILITY, GOVERNING LAW: If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

CUSTOMER RELOCATION: In the event that Customer no longer requires Contractor's services due to the discontinuance of its business or its relocation outside the area in which Contractor provides service, Customer may terminate this Agreement upon at least ninety (90) days' prior written notice (by certified mail) given to the Contractor and payment of all amounts due Contractor.

LIQUIDATED DAMAGES: The parties expressly understand, acknowledge, and agree that (i) the provisions set forth above in this agreement represent a reasonable and necessary protection of the legitimate interests of the Contractor and that any failure to observe and comply with the above provisions will cause irreparable harm to the Contractor; (ii) it is and will continue to be difficult to ascertain the nature, scope, and extent of the harm; and (iii) a remedy at law of such failure will be inadequate. Therefore, the parties intend that, in addition to any other rights and remedies which the Contractor may have in the event of any breach by Customer of the above provisions, the Contractor shall receive as liquidated damages from the Customer thirty percent (30%) of the total payments due Contractor for the remainder of the term then in force.

**EXHIBIT E: RELEVANT SECTIONS OF MINUTES OF MARCH 18, 2006 TOWN
COUNCIL MEETING:**

SEE ATTACHED.

President Slifka: Thank you Mrs. Cantor. Mr. O'Brien at what point would it be appropriate to bring them up?

Mr. O'Brien: You could do it now if someone wishes to make a motion to add the list of conditions to the motion to approve the project.

President Slifka: I will take Mrs. Cantor's statement as a motion, is there a second?

Councilor Coursey: Second.

President Slifka: A motion has been made and seconded so we are on to discussion of the proposed conditions. Would you like to summarize them Mr. O'Brien?

Mr. O'Brien: Well the proposed conditions are pretty much standard conditions that are applied to many of our special development districts. For instance, maintenance plan, keeping the area of the plantings and so forth well maintained, there is a provision in there for downward shielding of any outdoor lighting and also to have the lighting go off after 10 p.m. except for that activated for security reasons by motion or sound. There is also restrictions on the time that the waste can be picked up which can be picked up between certain hours. For example, during the week solid waste can be, the waste can be picked up, solid waste collection can occur between 8 a.m. and 6 p.m. on weekdays, between 9 a.m. and 5 p.m. on Saturdays and waste collection is not permitted on Sundays. That is the sort of conditions that we are applying here to this special development district. We have applied these to others throughout the town.

President Slifka: Are there any questions for Mr. O'Brien on the conditions of approval or any comments? Mrs. Cantor.

Councilor Cantor: I have a question. The building permit, the one hundred percent performance bond acceptable assurance of performance that is also standard?

Mr. O'Brien: Yes it is.

EXHIBIT F

LOOMIS-WOOLEY HOMEOWNER TAX LIABILITY 2014

Maureen Pepin (Unit 15): \$8,442.00
Nena Donovan (Unit 14): \$8,471.50
William Streitberger (Unit 13): \$ 8,506.36
Andrew and Lisa Raurus (Unit 12): \$ 8,715.54
Lori Warhaftig (Unit 5): \$9,096.34
Weiwei Wang (Unit 6): \$8,618.98
Christina Acocella (Unit 7): \$ 8, 991.74
Dena Schaffer (Unit 8): \$ 8, 618.98
Lauren Seder (Unit 9): \$ 8,704.80
Pamela and Ronald Pearson (Unit 10): \$ 8,991.74
Karen and Gregory Harper (Unit 11): \$ 8,989.06

TOTAL REAL PROPERTY TAXES: \$ 96,147.04

EXHIBIT G: WEST HARTFORD TOWN CODE/CHAPTER 94, SECTION 94-5

SEE ATTACHED.

§ 94-5. Residential, condominium, private school, church and synagogue collection.

Residential property with fewer than four dwelling units, condominiums, private schools, churches and synagogues shall be provided once-a-week collection on a schedule to be determined by the Department.^[1]

[1] Editor's Note: Former Sec. 7-17 of the 1972 Code, entitled "Commercial and industrial collection," amended 6-26-1979 as "Private schools, churches and synagogues," and which immediately followed this section, and former Sec. 7-18 of the 1972 Code, entitled "Fees and charges," as amended, were repealed 1-27-1981.

**EXHIBIT H: COSTS TO THE TOWN OF WEST HARTFORD AS REPORTED BY
PAINES, INC. AND DIRECTOR OF PUBLIC WORKS JOHN PHILLIPS**

ONE TIME CAPITAL EXPENDITURE FOR TOTES: \$50 PER UNIT

TOTAL OF MONTHLY CHARGES:

\$132.00 TO OFFER LWHO A THE SAME LEVEL OF SERVICE AS OUR CURENT WASTE
PROVIDER IN COLLECTION/HAULING SERVICES;

PLUS

WASTE TIP FEES: THE TOWN PAYS \$64.85 PER TON DELIVERED TO THE WASTE
TO ENERGY BUTN FACILITY IN BRISTOL, CT. AN ANNUAL 2.5% INCREASE KICKS IN
NOVEMBER 1, 2016.

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**EXHIBIT I : RELEVANT SECTIONS OF MINUTES OF MARCH 18,
2006 TOWN COUNCIL MEETING**

SEE ATTACHED.

President Slifka: Thank you Mrs. Cantor. Mr. O'Brien at what point would it be appropriate to bring them up?

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Councilor Cantor: I have a question. The building permit, the one hundred percent performance bond acceptable assurance of performance that is also standard?

Mr. O'Brien: Yes it is.

EXHIBIT I

DIMENSIONS AND CAPACITIES OF PAINES, INC. AND ALL WASTE, INC. TRUCKS AND PHOTOS OF PARKING AREA AND CURRENT RECEPTACLES (ATTACHED)

Paines, Inc. (Town of West Hartford Trucks)

Width: 9.5 Feet Wide
Length: 32.6 Feet Long
Capacity: 95 Gallon Barrels

All Waste, Inc. (LWFOA Private Trucks)

Width: 10 Feet Wide
Length: 33 Feet Long
Capacity: 95 Gallon Barrels



